

**REQUEST FOR PROPOSAL #2006-004**

**FOR**

**ARCHITECTURAL DOCUMENTATION  
OF THE  
FREDERICKSBURG HISTORIC DISTRICT  
IN THE CITY OF FREDERICKSBURG**

**ISSUED BY**

**THE COMMONWEALTH OF VIRGINIA**

**Department of Historic Resources (DHR)  
Administrative Services Division  
10 Courthouse Avenue  
Petersburg, Virginia 23803**

**REQUEST FOR PROPOSAL**  
**RFP #2006-004**

**Issue Date:** Monday, April 3, 2006

**Title:** Architectural Documentation of the Fredericksburg Historic District in the City of Fredericksburg, Virginia

**Commodity Code:** **90700**

**Issuing Agency:** Commonwealth of Virginia  
Department of Historic Resources  
Administrative Services Division  
10 Courthouse Avenue  
Petersburg, Virginia 23803

**Location Where Work Will Be Performed:** City of Fredericksburg, Virginia

**Period of Contract:** From: Date of Award through Friday, June 15, 2007.

Sealed Proposals will be received until **4:00 PM, Friday, April 28, 2006**, for furnishing the services described herein.

All inquiries for information should be directed to:

Ms. Melissa Lawrence  
Procurement Officer  
Department of Historic Resources  
10 Courthouse Avenue  
Petersburg, VA 23803  
Phone number: (804) 863-1681

**PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:**

Ms. Melissa Lawrence  
Procurement Officer  
Department of Historic Resources  
10 Courthouse Avenue  
Petersburg, VA 23803  
Phone number: (804) 863-1681

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby

incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

FEI/FIN NO: \_\_\_\_\_

E-mail: \_\_\_\_\_

Dunn and Bradstreet No. : \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature in Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Size of Business (check one): ☐ Small

☐ Large

Minority-Owned (check one): ☐ Yes

☐ No

Women-Owned (check one): ☐ Yes

☐ No

## **Table of Contents**

	<b>Page</b>
<b>I. Purpose</b>	<b>5</b>
<b>II. Background</b>	<b>5</b>
<b>III. Statement of Needs</b>	<b>5</b>
<b>IV. Proposal Preparation and Submission Requirements</b>	<b>12</b>
<b>V. Evaluation and Award Criteria</b>	<b>14</b>
<b>VI. General Terms and Conditions</b>	<b>15</b>
<b>VII. Special Terms and Conditions</b>	<b>22</b>
<b>VIII. Method of Payment</b>	<b>25</b>
<b>IX. Pricing Schedule</b>	<b>26</b>
<b>X. Attachments:</b>	<b>26</b>
Attachment A – Contractor Data Sheet	<b>27</b>
Attachment B – Schedule Overview	<b>28</b>
Attachment C – Map of Fredericksburg Historic District and Proposed Boundary Expansion	<b>29</b>

## **I. PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of services to conduct field investigations and prepare architectural documentation on a minimum of 500 properties located in the Fredericksburg Historic District, and within an area proposed for expansion of the listed historic district, located in the City of Fredericksburg, Virginia, herein after referred to as the City, by the Commonwealth of Virginia's Department of Historic Resources (DHR).

## **II. BACKGROUND:**

The Fredericksburg Historic District was listed in the National Register of Historic Places on September 22, 1971 and in the Virginia Landmarks Register on March 2, 1971. The area proposed for expansion of the existing listed historic district has been considered by DHR and recommended as potentially eligible for listing in the National Register and Virginia Landmarks Register. Information about the historic district, the area proposed for expansion of the historic district, and other properties in the City that have been documented can be obtained from DHR's Archives.

In February 2006, DHR and the City determined to enter into an agreement to share the cost of conducting a project to update documentation on properties in the listed Fredericksburg Historic District, and to document properties in the area proposed as an expansion of the existing listed historic district. DHR staff consulted with the City concerning the need for updating the existing historic district data and the need to consider expansion of this historic district. It is the mutual hope and expectation of the City and DHR that the completion of updated documentation of properties in the historic district and preparation of documentation in the area proposed for expansion of the listed historic district will identify historic properties that may be eligible for rehabilitation using the state and federal historic rehabilitation tax credits, and will support the City's preservation planning efforts (see map at Attachment C).

All administrative functions of this project will be the responsibility of DHR, including securing professional services to accomplish the work, and management of the project to ensure a product that shall meet the needs and requirements of both the City and DHR and that is delivered in a timely manner.

## **III. STATEMENT OF NEEDS:**

The contractor shall provide all labor and materials to conduct field investigations and prepare documentation on a minimum total of 500 properties located within the existing boundaries of the listed Fredericksburg Historic District, and in the area proposed as an expansion to the historic district. Of these, it is anticipated that documentation of a minimum of 100 properties will consist of redocumentation, or the revision and expansion of existing documentation materials. Work for this project is planned as the first phase of a multi-phase initiative; the properties to be documented shall be determined in consultation with the City and DHR once the project is underway. All documentation shall be at the reconnaissance level.

The contractor shall provide new documentation forms, photographs, and other materials to make a complete documentation package according to DHR standards, for each property being redocumented. Field investigations and preparation of all documentation materials shall be consistent with the procedures established by the *Secretary of the Interior's Guidelines for a Comprehensive Reconnaissance Survey*.

The contractor shall prepare an inventory that identifies each building documented for this project in the existing historic district as either contributing or non-contributing, and that identifies each building documented for this project in the area proposed for expansion of the historic district as potentially contributing or non-contributing. The contractor shall provide recommendations concerning alterations to the existing listed historic district's boundaries, and to the boundaries for the area proposed for an extension to the listed historic district.

## **A. DOCUMENTATION PRODUCTS**

- 1. RECONNAISSANCE DOCUMENTATION FILES:** Each documentation form shall record a single property, including primary and secondary resources, and shall require a single documentation form.<sup>1</sup> The following materials shall be provided:
  - a.** Two (2) sets of hard-copy reconnaissance-level documentation forms (minimum of 500 properties). The forms must adequately document each property. The contractor shall conduct data entry for these properties in the Data Sharing System (DSS) program used by DHR and local governments in Virginia. The documentation forms shall be printouts from the DSS program.

An adequate reconnaissance-level documentation form includes:

- 1.** A detailed physical description of the primary resource as well as a brief description of each of the secondary resources on the property.
- 2.** A one- to three-sentence evaluation of the property, placing it in its local historical and architectural context, beyond the parameters of the property's neighborhood, historic district, community, region, and state as appropriate.
- 3.** If the property is located in a historic district that is listed in the National Register of Historic Places or the Virginia Landmarks Register, or in an eligible or potentially eligible historic district, the form shall state whether the property and all resources on the property are considered to be contributing or non-contributing within the historic district.

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<sup>1</sup>Property is defined as a geographic area that contains resources. Resource is defined as a building, structure, site or object.

- b. Two (2) sets of 3½” x 5” black and white, archivally stable photos shall accompany the documentation forms, placed in neatly labeled DHR photo transparent sheets (4” x 6” black and white photos may be used if 3½” x 5” size photos cannot be obtained). The photos must adequately document the property, must be processed using black and white processing methods, shall have a glossy finish, and shall be labeled according to DHR requirements.  
**Photos not prepared as described herein may be returned to the contractor for reprocessing at the contractor’s expense.**

Adequate reconnaissance-level photographic documentation includes:

- 1. A minimum of two (2) exterior photos showing different views of the primary resource, including primary façade(s), and secondary facades if accessible; **and**
  - 2. A minimum of one (1) exterior photo per secondary resource, or for a group of secondary resources if they are located close together.
  - 3. Photographs that sufficiently illustrate the architectural character of the resource(s). At least one (1) photograph shall be taken at close range, sufficient to show details of design, construction, or materials.
- c. Two (2) copies of a site plan sketch of each property (not to scale is acceptable) indicating the relationship between the primary resource(s) and any secondary resource(s), and the public street or road and neighboring properties. The site plan sketch shall include depiction of significant landscape features (such as hardscapes, plant materials, and structures such as fences and walls), the main road, and any significant natural features such as creeks and rivers. Maps or drawings provided by the City may be used for site plans, if they provide or have added to them the necessary information as stated above.
  - d. Two (2) copies of the relevant section of the appropriate USGS topographic map for each property, labeled with the property address and DHR resource number.
  - e. Two (2) copies of sections of base maps highlighting individual property locations (see Maps, item 5, below).

## **2. DOCUMENTATION MATERIALS PROCESSING:**

- a. One (1) set of hard-copy documentation forms with accompanying site plan sketches, maps, and photographs shall be provided to DHR; one (1) set of hard copy documentation forms with accompanying site plan sketches, maps, and photographs shall be provided to the City.
- b. Materials submitted to DHR for each of the newly documented properties shall

be placed in DHR documentation file envelopes neatly labeled in pencil with up to five (5) consecutively numbered properties in each file folder for reconnaissance-level documentation files. Note that some documentation materials may be integrated with existing documentation materials on file at DHR. Materials on properties that are being redocumented for this project shall be submitted to DHR in plain envelopes; they need not be submitted in DHR archives envelopes.

**3. PHOTOGRAPHIC NEGATIVES:**

One (1) set of all negatives produced by the documentation project shall be processed according to DHR standards and submitted to DHR upon completion of the project.

**4. DIGITAL IMAGES:**

In addition to the print images specified above, the contractor shall provide digital images to DHR, that adequately document the primary resource and a minimum of one image per contributing secondary resource or group of secondary resources. Digital images must sufficiently illustrate the architectural character of the resource; at least one (1) digital image shall be taken at close range. Images should be saved on a CD-ROM in a jpeg format at 150 dpi. An electronic file folder with the DHR resource number shall be created. Individual digital images shall be named according to the following convention: with the resource number and the year the photo was taken, followed by a brief description (for example, “062-5003-0001\_2005\_front\_elevation” and “062-5003-0001\_2005\_barn” would be included in the 062-5003-0001 property folder).

**5. MAPS:**

All documented properties shall be mapped, and labeled with the property name and documentation file number, on two (2) sets of base maps provided by the City. The contractor shall provide one (1) set of labeled maps to DHR, and one (1) set to the City. Each map must clearly show each documented property neatly labeled by address, property boundaries, street names, approximate scale, and a north arrow. Photocopies of sections of City base maps highlighting individual property locations shall be a part of each property documentation file.

In addition, one (1) set of appropriate USGS quadrangle map(s) showing the documented area in pencil shall be submitted to DHR.

**6. INVENTORY:**



An inventory that identifies each documented building in terms of whether it contributes or does not contribute to the character and significance of the existing historic district, or is potentially contributing or non-contributing in the area proposed for expansion to the existing historic district, shall be provided. The inventory shall be prepared according to guidelines for preparing an inventory for a National Register of Historic Places nomination form, and shall include property name and DHR resource number. The inventory list may be generated from the DSS records resulting from this project. Two (2) copies of the inventory shall be provided; one (1) copy shall be provided to DHR, and one (1) copy to the City.

**7. RECOMMENDATIONS:**

The contractor shall provide recommendations concerning alterations to the existing listed historic district's boundaries, and to the boundaries for the area proposed for an extension to the listed historic district. One copy of the recommendations report shall go to the City, and one to DHR.

**8. GENERAL MEETINGS AND PRESENTATIONS:**

During the initial, mid phase, and end of the project, the contractor shall meet with DHR and City officials to discuss the goals, progress, and findings of the project. The first project meeting shall be held by **Friday, July 28, 2006**, the second project meeting by **Friday, December 22, 2006**, and the final project meeting by **Friday, May 18, 2007, at which point all work on the project for the purposes of this contract must be completed and provided to DHR, unless other arrangements have been made in advance.** It is anticipated that one of the meetings shall be a public meeting format, at which the contractor will be expected to make a 15 to 30 minute presentation about the project.

**FOR DOCUMENTATION REQUIREMENTS see the DHR website, employment and procurement opportunities page, for the current copy of DHR's survey manual for architectural Cost Share projects, "Guidelines for Conducting Architectural Cost Share Survey in Virginia, 2005-2006" at [http://www.dhr.virginia.gov/homepage\\_features/jobs2.htm](http://www.dhr.virginia.gov/homepage_features/jobs2.htm).**

Please note that the survey manual is undergoing revision. Guidance in the survey manual draft that is in effect when the contract for this project is signed will apply to work carried out for the duration of the contract.

**B. DOCUMENTATION PREPARATION**

**1. PROJECT ORIENTATION AND TRAINING:**

- a. The contractor must attend a project orientation meeting with the DHR Archivist and DHR DSS Manager prior to the first project meeting. This meeting can include the DSS training described in item III.B.1.b, below, and

can be coordinated with conducting required background research in DHR's Archives (see item III.B.2, below). At this time the contractor may obtain archives packaging materials (file folders, negative sleeves, photo sleeves, etc.) for this project from DHR's Archivist, and make copies of all materials relevant to this project that are on file in DHR's Archives (copies are free of charge, and are to be provided to the City at the end of the project).

- b. If the contractor has not had DSS training, or if the contractor has not received DSS training within six months prior to beginning work on this project, the contractor **must** attend a DHR training program in DSS before the first project meeting with DHR and City staff (training shall be coordinated with DHR's DSS Manager and with DHR's Cost Share Coordinator). **The individuals who will be entering data into DSS for this project must attend this training in person.** Documentation materials and training information on use of the DHR DSS database system, and requirements for submitting DSS data to DHR for this project, shall be provided at the time of the meeting.

## 2. BACKGROUND RESEARCH:

Prior to beginning fieldwork, the contractor must review existing materials relevant to the project area held by the DHR Archives, including earlier comprehensive documentations in the City and existing historic district and individual property nominations for district(s) and properties in the City. It is also expected that the contractor shall examine all pertinent information related to the proposed project area in the City's governmental records. It is expected that the contractor shall also carry out background research in other repositories, as necessary.

## C. SCHEDULE (also see the Schedule Overview, Attachment B)

1. The contractor must attend a project orientation meeting, and may be required to attend a training meeting at DHR's Richmond office, prior to the first meeting with DHR and City staff, which is to be held by **Friday, July 28, 2006**, to discuss the project with DHR staff and receive DSS training, if needed (see item III.B.1., above).
2. The contractor must attend a meeting with DHR's Winchester Region Preservation Office (WRPO) staff and City officials no later than **Friday, July 28, 2006** to discuss the project. A windshield survey of the project area may be conducted as part of this meeting.
3. By **Friday, October 6, 2006**, the project must be twenty-five percent (25%) complete. Evidence of the status of completion shall be provided to DHR, and to the City if so requested, by submission of a sample of no less than 50 draft property documentation forms (submitted electronically), with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of

photos or digital images, and copies of maps). By this date, the contractor shall also provide DHR and the City with draft recommendations concerning alterations to the existing listed historic district's boundaries, and to boundaries for the area proposed for the extension to the listed historic district.

4. By **Friday, December 22, 2006**, the project must be fifty percent (50%) complete. By this date, the contractor must meet with DHR staff and City officials to discuss the progress of the project. A sample of no less than 50 draft documentation forms in addition to those already submitted as referenced in item III.C.3. above, for a total of 100, must be provided by this date to DHR (submitted electronically), and the City if so requested, with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of photos, and copies of maps).
5. By **Friday, March 9, 2007**, the project must be seventy-five percent (75%) complete. Evidence of the status of completion shall be provided to DHR, and to the City if so requested, by submission of a sample of no less than 50 draft property documentation forms (submitted electronically), with a sample of no less than five (5) sets of accompanying materials (copies of site plan sketches, photocopies of photos or digital images, and copies of maps) in addition to those already submitted as referenced in items III.C.3. and 4., above, for a total of 150.
6. By **Friday, April 20, 2007**, all complete draft inventory packages are due to DHR and the City (minimum of 500). Final recommendations for adjustments to the boundaries of the existing listed historic district, and to the area proposed for expansion of the historic district, are also due at this time.
7. All final documentation products (printed and electronic documentation forms, photographs, site plans and maps) must be received by DHR no later than close of business on **Friday, May 18, 2007**, unless an alternative agreement has been previously negotiated with DHR. Final documentation products shall be consistent with DHR requirements, and shall reflect comments resulting from review by DHR and the City of draft materials submitted by the contractor to DHR and the City according to the schedule outlined above in sections III.C. 3 through 6. During the period beginning **Monday, May 21, 2007**, to the close of the contract on **Friday, June 15, 2007**, final documentation products and payments shall be processed by DHR.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. GENERAL REQUIREMENTS:**

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One original, so marked, and five (5) copies of each proposal must be submitted to the DHR. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
  - a. The proposal shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. The proposal shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis must be placed on completeness and clarity of content.
  - c. Each copy of the proposal must be bound or contained in a single volume where practical. All documentation submitted with the proposal must be contained in that single volume.
  - d. Ownership of all data, materials and documentation originated and prepared for DHR pursuant to the RFP shall belong exclusively to DHR and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342 of the *Virginia Public Procurement Act* prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the DHR. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The DHR will schedule the time and location of these presentations. Oral presentations are an option of the DHR and may or may not be conducted.

##### **B. SPECIFIC PROPOSAL REQUIREMENTS:**

Proposal must be as thorough and detailed as possible so that the DHR may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP cover sheet, pricing schedule and addenda, if any, signed and filled out as required. **(This constitutes the State form).**
2. The format of each proposal must contain the following elements organized into separate chapters and sections, as the offeror may deem appropriate:
  - a. Approach and Workplan: The proposal must address, in depth, the offeror's plan to meet the requirements of each of the tasks and activities outlined in the Statement of Needs of this RFP. The workplan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The workplan also must include a task-by-task schedule of the time required to complete the project. Workplan steps should be supported by the proposed hours the offeror agrees to commit to the project.
  - b. Management Plan and Timetable: The offeror must present a plan that clearly explains how it will manage and control all proposed activities and the resulting timetable. The firm must explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

This section should set forth beginning and ending dates, deliverables, and major milestones for a proposed timetable that coincides with the proposed workplan.

- c. Project Team Qualifications and Experience: This section must include the qualifications of the staff the offeror will assign to this project once selected. At a minimum, the proposal shall:
  1. Designate a Project Manager.
  2. Include the organization, functional discipline, and responsibilities of project team members.
  3. Provide a complete resume or description of each team member's education, professional experience, length of time employed by the offeror and/or a subofferor.
  4. Personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be

made without submission of a resume of the proposed replacement with final approval of the DHR.

5. The offeror shall clearly state if it is proposing to subcontract any of the work herein. Names of subofferors are to be provided and by proposing such firm(s) or individuals, the offeror assumes full liability for the subofferor's performance.
- d. Firm Experience and Capabilities/References: The purpose of this section is to provide an overview of the offeror's company, plus the offeror's commitment to the services set forth in this RFP.
1. Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
  2. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
  3. The offeror must specify, in a similar manner with references, etc., the qualifications of any subofferors to be used in this proposed project.
  4. Include a list or describe representative clients served, both nationally and by the local office focusing on clients similar in size and complexity to the City.
  5. Provide the current name, address and telephone number of at least three (3) specific references the company has served either currently or in the past two years; preferably those where one or more members of the project team provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

- e. Proposed price.

## **V. EVALUATION AND AWARD CRITERIA:**

- A. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting a proposal on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The DHR

may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359, *Code of Virginia*.) Should the DHR determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror's proposal as negotiated.

To ensure that all the work is accomplished within the specified time frames, the DHR reserves the right to limit the number of contracts under DHR-sponsored documentation and planning cost share agreements to no more than two awarded to any one vendor for the same contract period.

**B. Evaluation Criteria:** Proposals will be evaluated by the DHR using the following criteria:

CRITERIA	POINT VALUE
A. Approach and Workplan	25
B. Management Plan and Timetable	15
C. Project Team qualification and experience	25
D. Firm experience and capabilities/ References	10
E. Cost	25

## **VI. GENERAL TERMS AND CONDITIONS:**

**A. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offers must register in eVA; failure to register will result in the proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog

posting, on-line registration, and electronic bidding;

2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

- B. VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- C. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- D. ANTI-DISCRIMINATION:** By submitting a proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age,



- b.** The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c.** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**E. ETHICS IN PUBLIC CONTRACTING:** By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**F. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a proposal, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

**G. DEBARMENT STATUS:** By submitting a proposal, the offerors certify that they are not currently debarred from submitting offers on contracts by the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia.

**H. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the Commonwealth all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**I. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**

**Request for Proposal:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

**J. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.

**K. PAYMENT:**

**1. TO PRIME CONTRACTOR:**

- a.** Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
- b.** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c.** All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d.** The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

**2. TO SUBCONTRACTORS:**

A contractor awarded a contract under this solicitation is hereby obligated:

- a.** To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth of Virginia for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- L. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- M. **QUALIFICATION OF OFFERORS:** The Commonwealth of Virginia may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to the Commonwealth of Virginia all such information and data for this purpose as may be requested. The Commonwealth of Virginia reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth of Virginia further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth of Virginia that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- N. **TESTING AND INSPECTION:** The Commonwealth of Virginia reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
- O. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth of Virginia.
- P. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
  - 1. The parties may agree in writing to modify the scope of the contract. An increase

or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- Q. DEFAULT:** In the case of failure to delivery goods or services in accordance with the contract terms and conditions, the Commonwealth of Virginia, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to

any other remedies that the Commonwealth of Virginia may have.

- R. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
	\$1,750,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

## **VII. SPECIAL TERMS AND CONDITIONS:**

- A. AUDIT:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or auditors shall have full access to and the right to examine any of said materials during said period.
- B. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. BID ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- D. CANCELLATION OF CONTRACT:** The Commonwealth of Virginia reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

_____	_____	_____
Name of offeror	Due Date	Time
_____	_____	_____
Street/Box No.	IFB No./RFP No.	
_____	_____	
City, State, Zip Code	IFB/RFP Title	
_____		
Name of Contract/Purchase Officer or Buyer		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designed location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the agency with the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- G. INVENTIONS AND COPYRIGHTS:** The contractor is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from its/his performance under this agreement, except upon the written direction of the Commonwealth of Virginia. The copyright or patent shall belong to the Commonwealth of Virginia.
- H. FREEDOM OF INFORMATION ACT:** Ownership of all data, material and documentation originated and prepared for the State is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the

Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

**I. DRUG FREE WORKPLACE:**

Each of the following acts is prohibited by the contractor or his/her employees performing service under the terms of a contract resulting from this solicitation.

1. unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or other drugs at the workplace.
2. impairment or incapacitation in the workplace from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

By submitting a proposal, offerors certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action.

**J. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. If such SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

**K. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**VIII. METHOD OF PAYMENT:**

**A. SUBMISSION OF INVOICES TO DHR:** The contractor shall submit invoices for the work performed according to the schedule outlined in section III. C., above. Invoices shall be sent to the appropriate DHR Regional Preservation Office, AND to:

Susan Smead



**Cost Share Program Coordinator  
Architectural Historian, Capital Region Office  
Virginia Department of Historic Resources  
2801 Kensington Avenue  
Richmond, VA 23221  
Phone: 804-367-2323, ext. 107  
E-mail: [Susan.Smead@dhr.virginia.gov](mailto:Susan.Smead@dhr.virginia.gov)**

**Electronic submissions are acceptable.**

**An invoice shall be provided at each of the following stages of the project (see due dates in schedule, section III. C., above):**

- 1. When the project has met the twenty five percent (25%) completion point;**
- 2. When the project has met the fifty percent (50%) completion point;**
- 3. When the project has met the seventy-five percent (75%) completion point;**
- 4. When all final materials have been provided by the contractor to DHR.**

**B. PROGRESS REPORTS: Each invoice shall be accompanied by a progress report. Electronic submissions are acceptable.**

**The progress report shall:**

- 1. List all tasks and deliverables required by the project;**
- 2. State the percentage completed as of the date of the invoice;**
- 3. Include an itemization of required services and products completed for that stage of the project;**
- 4. Reflect submission of materials for review to DHR, and to the City as required, as noted in section III. C., above, with an itemization of materials submitted and date of submittal (the itemization should be in the form of DHR number, if assigned, and property address).**

**C. PAYMENT: Payment on each invoice will be made by DHR within 30 days following receipt of each invoice, contingent upon acceptance of the services performed and acceptance of the required products for the period covered by the invoice. Failure to submit the invoice to the correct location, or to submit a progress report with the invoice, may result in delayed payment.**

**IX. PRICING SCHEDULE:**

Total project price to include all mileage, phone, lodging, meals, copying, photography, etc. to provide services as described:

Lump Sum Price: \$\_\_\_\_\_

**X. ATTACHMENTS**

- A. Contractor Data Sheet**
- B. Schedule Overview**
- C. Map of Fredericksburg Historic District and Proposed Boundary Expansion**

**ATTACHMENT A**

**CONTRACTOR DATA SHEET**

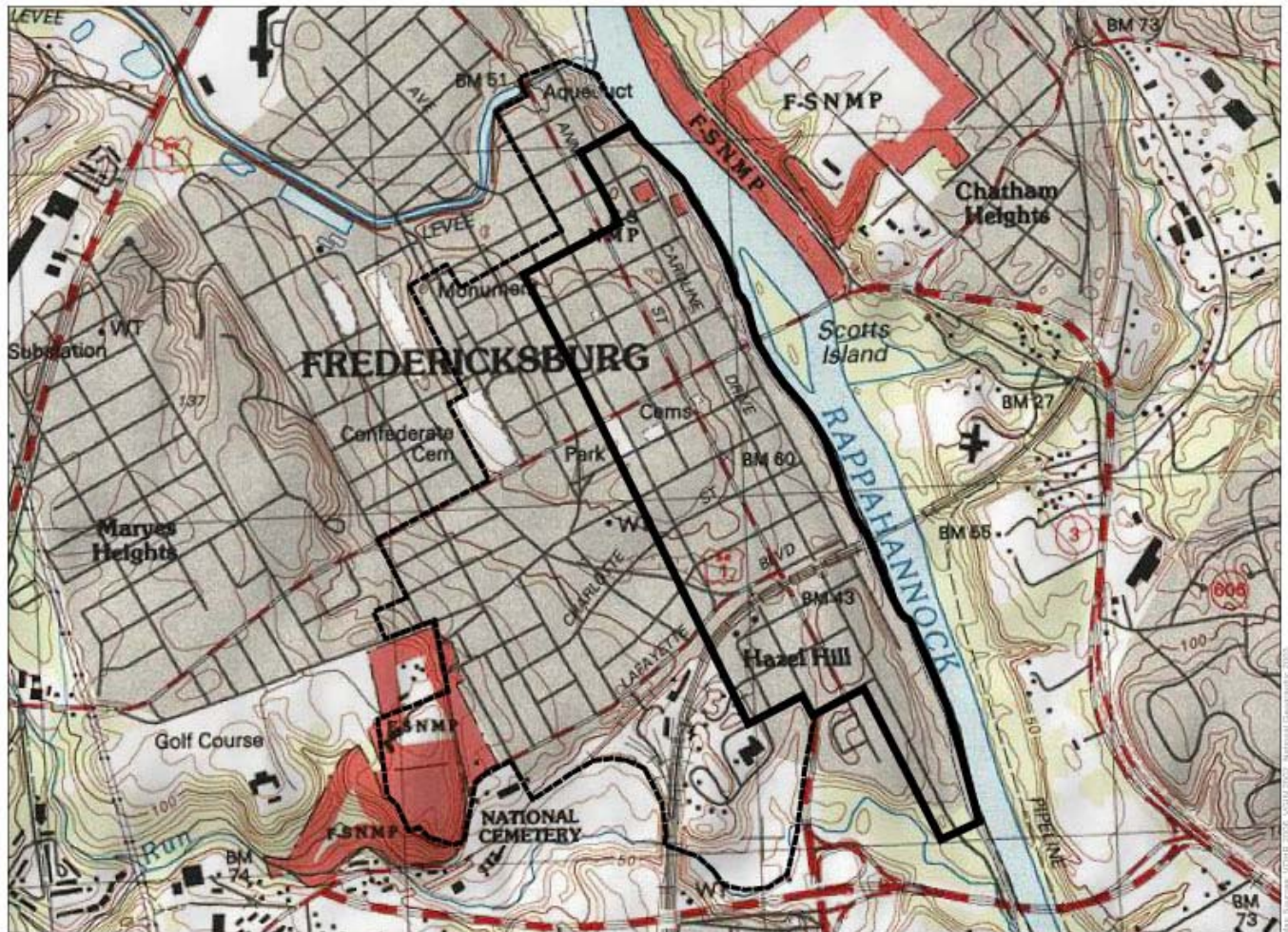
1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service. \_\_\_\_\_ years \_\_\_\_\_ months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent references for whom you have provided historic preservation related work. Include the date service was furnished and the name, address and phone number of the person the purchasing office has your permission to contact.

CLIENT	ADDRESS	DATE OF SERVICE	PERSON TO CONTACT & PHONE NO.
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## **ATTACHMENT B**

### **SCHEDULE OVERVIEW**

Monday, April 3, 2006	RFP issued.
Friday, April 28, 2006	Deadline at 4:00 PM for receipt of proposals in DHR's Administrative Services Division Office, 10 Courthouse Avenue, Petersburg, VA 23803.
Friday, July 28, 2006	First meeting with contractor, DHR, and City officials to be held by this date (location to be determined).
Friday, October 6, 2006	Project to be twenty-five percent (25%) complete by this date.
Friday, December 22, 2006	Second meeting with contractor, DHR, and City officials to be held by this date (location to be determined). Project to be fifty percent (50%) complete by this date.
Friday, March 9, 2007	Project to be seventy-five percent (75%) complete by this date.
Friday, April 20, 2007	All complete draft inventory packages to DHR and the City by this date.
Friday, May 18, 2007	All complete final documentation packages due to DHR – all work for the project completed by this date.



**Fredericksburg Historic District & Proposed Expansion**

**MAP OF FREDERICKSBURG HISTORIC DISTRICT AND  
PROPOSED BOUNDARY EXPANSION**

Map prepared from the existing National Register of Historic Places/Virginia Landmarks Register Nomination map, and map of proposed expansion boundaries (both on file at DHR Archives).